



Rite-Way Roof Corporation
Commercial Roof Services- CA License # 661941 C-39
15425 ARROW RT. FONTANA, CA. 92335 *909-350-8490 *FAX 909-350-8477

Proposal and Contract For:
Silver Valley Unified School District
Attn.: Robert Saffel

Property: Silver Valley School District Office
35320 Daggett-Yermo Road
Yermo, CA 92398

Weather-Weld Seamless Roof Membrane System

Contract Price: \$101,189.00

Prices based on prevailing wage rates during normal working hours of 7:00 am to 5:00 pm. No overtime or weekend work has been figured. Good access and staging next to building required.

Contractor will supply all necessary labor, materials, and equipment to complete the following installation of a new Weather-Weld Seamless Roof Membrane system per manufacturer’s specifications on the building at the address stated above as follows:

Scope of work:

- Remove all loose gravel, dirt and debris using high-powered vacuum, broom and re-vacuum method and dispose of properly.
- Remove coping metal and set aside to be reused.
- Repair any large cracks, blisters, defects, roof penetrations and equipment curb corners as needed, within the existing roof system with roof mastic and reinforcement fabric.
- Repair pitch-pan flashings as needed.
- Over properly prepared roof surface apply approximately (15) gallons per 100 sq. ft. of emulsion and embed (1) layer of reinforcement fabric and allow it to cure.
- Install approximately (30) gallons per 100 sq. ft. with 16 lbs. of chopped fiberglass and allow it to cure.
- Install base-coat at a rate of (1.5) gallons per 100 sq. ft.
- Install white acrylic top-coat at an approximate rate of (1.5) gallons per 100 sq. ft.
- Contractor will supply a two (2) year workmanship warranty.
- Weather-Weld will supply a thirty (30) year warranty.

Exclusions: Demolition not specifically called out, Abatement and or testing of any kind, All Sheet metal, Counter flashings and or Reglets, Coping, Lead sheets or Lead flashings, Galvanized or Stainless Steel flashings, Gutters, Leader heads, Down spouts, Counter flashings of any kind, Splash pans or blocks, Skylights, Deck replacement, Wood Nailers, Wood Blocking, Raising of any equipment curb or platform, Insulation of any kind, Tapered insulation (done by framing), Roof hatch, Roof accessories, Vapor barrier, Expansion joints, Crickets, Any wood work Not called out above, Waterproofing, Deck Wall or Traffic Coatings, Any mechanical work, Duct repair or sealing, Drain supply or installation, Interior Damages, Interior protection,

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Temporary Roofing of any kind, Water testing, Scaffolding, Over time Wages , Permits, Shop Drawings, and Bonding. Please note if bonding is required, our bonding rate is 2.5%

- ❖ LIC#: 661941
- ❖ CLASSIFICATIONS: C-39
- ❖ WEATHERWELD APPROVED APPLICATOR
- ❖ SMALL BUSINESS CERTIFIED CONTRACTOR #38907.
- ❖ PWCR# (DIR): 1000001946

Notes:

1. All Safety Standards per CAL/OSHA will be adhered to. Any additional safety requirements beyond CAL/OSHA standards may result in an additional surcharge.
2. Prices are good for 30 days from the bid date unless otherwise noted.
3. All work to be completed in a workmanlike manner according to standard practices.
4. Overtime requirements due to inclement weather, other trade delays and/or delays not related to Rite-Way Roof are not included in this price.
5. Our price to perform this work includes all applicable insurance, taxes, labor, material and equipment.
6. Due to insurance and safety concerns, no work will be performed during inclement or adverse weather conditions i.e. rain or severe wind.
7. Clean up and haul off all our roofing debris.
8. Owner acknowledges that, while contractor may make observations about the general condition of the roof(s) being serviced, nothing in this agreement creates any obligation on the part of contractor to warn, advise or make recommendations to owner concerning conditions observed other than the immediate area(s) repaired by contractor.

Rite-Way Roof Corporation

Owner or Representative:

By: _____

By: _____

Bill LaMontagne, Vice President

Title _____

Price good for 30 days

Express Warranty. Rite Way Roof Corporation (“RWC”) expressly warrants that the work performed pursuant to this Proposal and Contract (“the Work”) will be free from any defect for a period of two (2) years from substantial completion of the Work, subject to the following definitions and limitations: The parties agree that, for the purpose of this proposal and contract and the work performed by RWC, the term “defect” is defined and limited to an item of workmanship which:

1. Falls below the reasonable standard of care in RWC’s trade, when considered in light of the conditions present at the property in question, or
2. A material deviation from the approved specifications for the Work;

and which

1. Causes damage to another component of the improvements which comprise the property in question, or
2. Significantly diminishes the expected usable life of the Work.

Warranty Limitations and Exclusions. RWC’s liability to the property owner pursuant to this warranty shall be limited to RWC’s labor and material costs to remedy any claimed defect it determines to in fact exist.

This warranty is limited only to those materials supplied and installed by RWC, and specifically excludes:

1. Existing materials salvaged by RWC and utilized in the course of the Work;
2. Any defect or other condition in other components of the property which interface with, or are located adjacent to, the Work. The property owner shall be solely responsible for conducting any inspections he or she deems necessary to inspect other portions of the property. Owner expressly acknowledges and agrees that RWC is under no duty to advise Owner of any conditions existing or discovered outside the scope of RWC’s Work;
3. Any damage to personal property, contents or other portions of the property caused by water intrusion during RWC’s performance of the Work, regardless of cause.

Commencement of the Warranty Period. The warranty period shall commence upon substantial completion of RWC’s Work. In the case of multiple buildings or structures, the warranty provided by RWC shall commence upon substantial completion of RWC’s Work on each such structure.

Warranty Claims. In order to invoke the warranty provided by RWC, the property owner must provide written notice of any defect which it believes to exist within the Work. RWC shall have twenty (20) days from the date of the written notice to make those repairs it determines are reasonably necessary to remedy the claimed defect.

Voiding of Warranty. This warranty shall be void in the event of any of the following:

1. Inadequate maintenance of the roof systems which comprise the Work by the Owner;
2. Any modification or repair of the Work by any third party; or
3. Failure to provide Contractor with written notice of any claimed defect and sufficient time to remedy the claimed defect as provided for in this Proposal and Contract.

Investigation of Warranty Claims. The property owner understands and acknowledges that a roof may leak for a number of reasons not related to any defect in the Work including, but not limited to: fire, earthquake, extreme wind, hail or distortion, warping, settlement or other defects in the foundation (roof deck) upon which the

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roof is applied and rests, excessive foot traffic, tree droppings, tree branch contact and acts of vandalism. Further, a roof may leak as a result of defects in components outside the scope of the Work including, but not limited to, leaks through the skylights, air conditioning units, vents, or other sheet metal installations.

In the event the property owner makes a claim pursuant to RWC's express warranty which is determined to not in fact be a defect, the property owner understands and agrees that they will be responsible for all costs and fees charges by RWC to perform its investigation. These fees and costs will include an hourly charge for the investigation, as well as the cost of any materials used by RWC in the course of the investigation. The property owner agrees that these charges will be paid upon presentation of RWC's invoice.

Water Leaks During Work. Sudden rains may occur without warning. RWC has no control over the weather, and cannot ensure that weather conditions will be suitable for the duration of the Work. The property owner understands and agrees that RWC will have no liability of responsibility for damage to any person property, contents, or other components of the property caused by water or rain damage which occurs during the Work.

No Duty Beyond Work. In the course of preparing this Proposal and Agreement, and in performing the Work, RWC may make observations or recommendations about other aspects or components of the property. The property owner understands and agrees that, in making any observations, statements or recommendations, RWC is not acting as a consultant. The property owner agrees that he or she is not in any way relying upon any statements, observations or recommendations made by RWC pertaining to any item outside the scope of the Work. RWC shall have no liability to the property owner or any other party which extends beyond the scope of the Work in any manner, fashion or respect.

Extras to the Work. During progress of construction, the property owner may order extra work beyond the scope of Work identified in this Proposal and Contract. The amount for such extra work shall be determined in advance if possible. Otherwise, the property owner will be charged for RWC's actual cost of labor, materials, and all other direct allocable costs plus 22% for RWC's overhead and fee. All sums for extras shall be due and payable in advance of the work performed unless agreed in writing that it is payable at any other time.

Delays in Completion of the Work. RWC shall not be responsible for delays incurred as a result of acts of neglect or omission of the property owner or his or her employees or agents, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by the property owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to provide payments when due, or delays caused by inspections, or changes ordered by the inspectors of governmental bodies concerned, or other causes beyond the control of RWC.

Unless otherwise agreed in writing by the parties, the property owner understands and agrees that property owner is not relying upon any representations made by RWC with regard to the total time duration for completion of the Work. The property owner has been advised and understands that a fixed-duration agreement, subject to the exceptions set forth above, may be negotiated with RWC for an additional fee.

Access to the Property. The property owner agrees to grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and debris.

1. The property owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours.
2. The property owner understands and agrees that RWC and its workmen shall not be expected to keep gates closed for animals or children.
3. The property owner agrees that RWC shall have no liability or responsibility for and damage to driveways, walks, lawns, shrubs or other vegetation, caused by movement of trucks, men, equipment, materials, debris, etc.
4. The property owner understands and agrees that adequate access will be provided to all portions of the property in order for RWC to complete the Work. The property owner understands and agrees that RWC will charge a minimum of \$400 above and beyond the price set forth in this Proposal and Agreement for each trip to the property at which access to the property is not available.

Right to Stop Work. RWC may stop its work if payments are not made by the property owner when due. In the event RWC's work should be stopped by order of any court or other authority or by the property owner for a period of sixty (60) days or more, RWC may, at its option, demand and receive payment for all work executed and materials supplied (inclusive of profit and overhead) as of the date of the work stoppage.

Replacement of Antennas. The property owner understands and agrees that RWC shall not be responsible for removal or reinstallation of antennas or satellite dishes. The property owner understands that RWC may charge an additional fee in addition to the price set forth in this Proposal and Agreement to remove or replace antennas or satellite dishes, should it elect to perform such removal or replacement.

Interest on Unpaid Balance. All invoices provided by RWC are due and payable upon presentation to the property owner. RWC shall be entitled to collect interest at the rate of one and one-half (1-1/2%) per month on any unpaid balance. Any partial payments made by the property owner will be first applied to accrued interest. Any remaining monies will then be applied to reduce the outstanding principal balance.

Arbitration. RWC and the property owner agree that any dispute arising out of or in any way pertaining to any claim of defects in the Work or breach of the warranty provided by RWC shall be submitted to the American Arbitration Association for binding arbitration. The property owner understands and acknowledges that, by entering into this Proposal and Agreement, he or she is waiving the right to file suit and receive a jury trial, as well as to appeal the binding decision of the arbitrator. For the purpose of the arbitration proceedings, any demand for arbitration shall be filed with the office of the American Arbitration Association located closest to the property.

This provision does not apply to any action instituted by RWC for collection of monies due or as a result of the property owner's breach of this Proposal and Agreement.

Attorney Fees. In the event any claim, demand, arbitration proceeding or lawsuit should be made or instituted in connection with or in any way pertaining to this Proposal and Agreement or the work, RWC shall be entitled to reimbursement for its reasonable attorney fees and costs incurred by it. Recoverable costs shall include court costs, filing fees, arbitration fees, expert fees and expert costs.

Integrated Agreement/Amendment. Both RWC and the property owner agree that the terms set forth in this Proposal and Agreement constitute the full and complete agreement of the parties, and is intended to constitute a fully integrated contract agreement under California law. The property owner acknowledges and agrees that RWC has made no promises, representations of fact or warranties except as set forth in this Proposal and Agreement.

The terms of this Proposal and Agreement may only be modified by another written agreement.

Agreement Binding When Signed. This Proposal and Agreement is only binding upon its execution by the property owner and an officer or principal of RWC.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING THE RESPONSIBILITIES OF A CONTRACTOR MAY BE REFERRED TO REGISTRAR OF THE BOARD WHOSE ADDRESS IS CONTRACTORS STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CALIFORNIA 95814.